

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

IN RE CAUSTIC SODA ANTITRUST LITIGATION	Lead Case No.: 1:19-cv-00385-EAW-MJR
THIS DOCUMENT RELATES TO: INDIRECT PURCHASER ACTION	ANSWER AND ADDITIONAL DEFENSES OF DEFENDANT OCCIDENTAL CHEMICAL CORPORATION JURY TRIAL DEMANDED

**ANSWER AND ADDITIONAL DEFENSES OF DEFENDANT
OCCIDENTAL CHEMICAL CORPORATION**

Defendant Occidental Chemical Corporation (“OxyChem”), by and through its undersigned attorneys, hereby answers and sets forth additional defenses to the Indirect Purchasers’ Consolidated Amended Class Action Complaint (“CACA Complaint”).

Except as otherwise expressly stated below, OxyChem denies knowledge or information sufficient to form a belief concerning the truth of the allegations in the CACA Complaint that are directed toward other defendants, parties, entities, or persons identified herein with which OxyChem is not affiliated and on that basis denies those allegations.

OxyChem responds to the unnumbered and numbered paragraphs of the CACA Complaint as follows:

FIRST DEFENSE

1. Paragraph 1 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 1 of the CACA Complaint, except OxyChem admits that it manufactured caustic soda in the United States from and after October 1, 2015. By way of further response, OxyChem denies that it violated the Sherman Act and that Plaintiffs and members of the putative class they purport to represent are entitled to any relief.

2. OxyChem denies the allegations contained in paragraph 2 of the CACA Complaint, except OxyChem admits that caustic soda is produced as a co-product of chlorine production from the electrolysis of brine or salt water and is consumed in a variety of industries.

3. OxyChem denies the allegations and legal conclusions contained in paragraph 3 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions

related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

4. OxyChem denies the allegations and legal conclusions contained in paragraph 4 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

5. OxyChem denies the allegations and legal conclusions contained in paragraph 5 of the CACA Complaint, except that OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first two sentences of paragraph 5 of the CACA Complaint and on that basis denies those allegations.

6. Paragraph 6 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem admits only that Plaintiffs purport to base the Court's jurisdiction and their claim for injunctive relief on the statutes referenced in paragraph 6 of the CACA Complaint.

7. Paragraph 7 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem admits only that Plaintiffs purport to base the Court's jurisdiction on the statute referenced in paragraph 7 of the CACA Complaint.

8. Paragraph 8 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the CACA Complaint and on that basis denies those allegations, except

OxyChem admits that it transacts business in this judicial district and that venue is proper in this judicial district.

9. OxyChem denies the allegations contained in paragraph 9 of the CACA Complaint, except OxyChem admits that Plaintiffs purport to bring their action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) on behalf of themselves and as representatives of the proposed indirect purchaser classes identified in paragraph 9. By way of further response, OxyChem denies that Plaintiffs' action can be maintained properly as a class action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) and applicable law.

10. Paragraph 10 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 10 of the CACA Complaint.

11. Paragraph 11 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 11 of the CACA Complaint.

12. Paragraph 12 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 12 of the CACA Complaint.

13. OxyChem denies the allegations and legal conclusions contained in paragraph 13 of the CACA Complaint.

14. Paragraph 14 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 14 of the CACA Complaint.

15. OxyChem denies the allegations and legal conclusions contained in paragraph 15 of the CACA Complaint.

16. OxyChem denies the allegations and legal conclusions contained in paragraph 16 of the CACA Complaint.

17. OxyChem denies the allegations and legal conclusions contained in paragraph 17 of the CACA Complaint.

18. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the CACA Complaint and on that basis denies those allegations.

19. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the CACA Complaint and on that basis denies those allegations.

20. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in either of the two paragraphs that are labeled as paragraph 20 of the CACA Complaint and on that basis denies those allegations.

21. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the CACA Complaint and on that basis denies those allegations.

22. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the CACA Complaint and on that basis denies those allegations.

23. OxyChem denies the allegations contained in paragraph 23 of the CACA Complaint, and specifically denies that Occidental Petroleum Corporation is a defendant in this

case, except OxyChem admits that Occidental Petroleum Corporation is a Delaware Corporation with its principal place of business at 5 Greenway Plaza, Suite 110, Houston, Texas, 77046-0521 and that OxyChem is a wholly-owned, indirect subsidiary of Occidental Petroleum Corporation.

24. OxyChem denies the allegations contained in the first sentence of paragraph 24 of the CACA Complaint. OxyChem is a New York corporation with its principal place of business at 14555 Dallas Parkway, Suite 400, Dallas, Texas, 75254. OxyChem admits the allegations contained in the second, third, and fourth sentences of paragraph 24 of the CACA Complaint.

25. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the CACA Complaint and on that basis denies those allegations, except that OxyChem admits, based on information and belief, that Westlake acquired Axiall Corporation in 2016.

26. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the CACA Complaint and on that basis denies those allegations.

27. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the CACA Complaint and on that basis denies those allegations.

28. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the CACA Complaint and on that basis denies those allegations.

29. Paragraph 29 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies knowledge or information sufficient to form a belief as to the truth of the allegations

contained in paragraph 29 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that Plaintiffs purport to certify the information contained in paragraph 29.

30. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the CACA Complaint and on that basis denies those allegations.

31. Paragraph 31 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that Plaintiffs purport to certify the information contained in paragraph 31.

32. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the CACA Complaint and on that basis denies those allegations.

33. OxyChem denies the allegations contained in paragraph 33 of the CACA Complaint.

34. OxyChem denies the allegations contained in paragraph 34 of the CACA Complaint.

35. OxyChem denies the allegations and legal conclusions contained in paragraph 35 of the CACA Complaint. By way of further answer, OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second sentence of

paragraph 35 of the CACA Complaint, which concern other defendants, and on that basis denies those allegations.

36. Paragraph 36 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem admits only that it sold caustic soda in the United States, including in this judicial district.

37. Paragraph 37 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 37 of the CACA Complaint.

38. Paragraph 38 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 38 of the CACA Complaint. By way of further response, OxyChem denies that it violated the Sherman Act or any state antitrust or consumer protection laws and that Plaintiffs and members of the putative class they purport to represent have suffered any injuries or are entitled to any relief.

39. Paragraph 39 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 39 of the CACA Complaint.

40. OxyChem admits the allegations contained in the first sentence of paragraph 40 of the CACA Complaint. OxyChem denies the remaining allegations of paragraph 40, except OxyChem admits that OxyChem produces caustic soda, which is a by-product of the production of chlorine, by means of the chloralkali process, caustic soda and chlorine may be manufactured through a membrane or diaphragm process, and OxyChem manufactures and sells both membrane-grade and diaphragm-grade caustic soda. OxyChem otherwise lacks knowledge or information

sufficient to form a belief as to the truth of the allegations concerning other defendants contained in the second and final sentences of paragraph 40 of the CACA Complaint and on that basis denies those allegations.

41. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that energy and salt are used in the production of caustic soda.

42. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits, based on information and belief, that Olin acquired Dow's chloralkali business in 2015 and Westlake acquired Axiall Corporation in 2016. By way of further response, to the extent that the allegations of paragraph 42 refer to or purport to have restated information taken from any news articles or other writings, the documents speak for themselves and OxyChem denies any characterizations of the documents.

43. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the CACA Complaint and on that basis denies those allegations.

44. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the CACA Complaint and on that basis denies those allegations.

45. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it added a new chlorine plant at New Johnsonville, TN

in May, 2014. By way of further response, to the extent that the allegations of paragraph 45 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

46. OxyChem denies the allegations in the first sentence of paragraph 46 and denies that it cut its caustic soda output by 150,000 dst/year in 2016. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 46 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations of paragraph 46 refer to or purport to have restated information from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

47. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that from time to time it has had temporary shutdowns, both planned and unplanned, for maintenance and safety reasons at its chloralkali plants and that this can impact its supply of caustic soda. By way of further response, to the extent that the allegations of paragraph 47 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

48. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that Hurricane Harvey struck the Houston area in August 2017 and disrupted the production of caustic soda in the United States for a period of time. By

way of further response, OxyChem denies that it artificially limited its supply of caustic soda to customers or used artificial limitations to justify price increases to its customers.

49. OxyChem denies the allegations contained in the first, third, and final sentences of paragraph 49 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 49 of the CACA Complaint and on that basis denies those allegations. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

50. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the CACA Complaint and on that basis denies those allegations. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

51. OxyChem denies the allegations contained in paragraph 51 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

52. OxyChem denies the allegations contained in paragraph 52 of the CACA Complaint.

53. OxyChem denies the allegations contained in paragraph 53 of the CACA Complaint, except OxyChem admits, on information and belief, that Olin acquired certain of Dow's chloralkali product assets in 2015. OxyChem lacks knowledge or information sufficient to

form a belief as to the truth of the remaining allegations contained in the fourth sentence of paragraph 53 of the CACA Complaint and on that basis denies those allegations.

54. OxyChem denies the allegations contained in paragraph 54 of the CACA Complaint.

55. OxyChem denies the allegations contained in the first and third sentences of paragraph 55 of the CACA Complaint. The remaining allegations of paragraph 55 refer to or purport to restate information taken from news articles or other writings, which speak for themselves and OxyChem denies any characterizations of the documents.

56. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around November 20, 2015.

57. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around April 12, 2016, June 21, 2016, August 22, 2016, and November 15, 2016 and that its letters to customers are in writing and speaks for themselves. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

58. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations of paragraph 58 refer to

or purport to have restated information from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents

59. OxyChem denies the allegations and characterizations of paragraph 59 to the extent they refer to or purport to have restated information taken from written communications, which are in writing and speak for themselves.

60. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations of paragraph 60 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

61. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around February 23, 2017, and May 23, 2017, and that its letters to customers are in writing and speak for themselves. By way of further answer, OxyChem states that OxyChem's price increase announcements do not necessarily result in price increases and that not all of its customers—much less the entities that may purchase caustic soda from OxyChem's customers—are impacted the same way, if at all, by price increase announcements.

62. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around August 30, 2017, and that its letter to customers is in writing and speaks for itself.

63. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around November 21, 2017, and that its letter to customers is in writing and speaks for itself.

64. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 64 of the CACA Complaint and on that basis denies those allegations. OxyChem denies the remaining allegations of paragraph 64 to the extent they refer to or purport to have restated information taken from written communications, which are in writing and speak for themselves.

65. OxyChem denies the allegations contained in paragraph 65 of the CACA Complaint to the extent they refer to or purport to have restated information taken from articles or other documents, which are in writing and speak for themselves.

66. OxyChem denies the allegations contained in paragraph 66 of the CACA Complaint and further denies those allegations to the extent they refer to or purport to have restated information taken from written communications, which are in writing and speak for themselves.

67. OxyChem denies the allegations contained in the final sentence of paragraph 67 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 67 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around February 23, 2018, and that its letter to customers is in writing and speaks for itself. By way of further response, OxyChem states that it

made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

68. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around May 21, 2018, and that its letter to customers is in writing and speaks for itself. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

69. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around August 30, 2018, and that its letter is in writing and speaks for itself.

70. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around November 29, 2018, and that its letter to customers is in writing and speaks for itself.

71. OxyChem denies the allegations contained in the first sentence of paragraph 71 of the CACA Complaint. OxyChem denies the remaining allegations of paragraph 71 to the extent they refer to or purport to have restated information taken from written communications, which are in writing and speak for themselves.

72. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it communicated pricing announcements to customers by letter on or around February 1, 2019, and that its letter to customers is in writing and speaks for itself.

73. OxyChem denies the allegations contained in paragraph 73 of the CACA Complaint. By way of further response, to the extent that the allegations of paragraph 73 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

74. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations of paragraph 74 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

75. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations of paragraph 75 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

76. OxyChem denies the allegations contained in the second sentence of paragraph 76 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 76 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations

of paragraph 76 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

77. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the CACA Complaint and on that basis denies those allegations.

78. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the CACA Complaint and on that basis denies those allegations. By way of further response, to the extent that the allegations of paragraph 78 refer to or purport to have restated information taken from any written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents.

79. OxyChem denies the allegations contained in paragraph 79 of the CACA Complaint, except OxyChem admits that its earnings were \$571 million in 2016, \$822 million in 2017, and \$1.2 billion in 2018.

80. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the CACA Complaint and on that basis denies those allegations.

81. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the CACA Complaint and on that basis denies those allegations.

82. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the CACA Complaint and on that basis denies those allegations.

83. OxyChem denies the allegations contained in the first and last two sentences of paragraph 83 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 83 of the CACA Complaint and on that basis denies those allegations.

84. OxyChem denies the allegations contained in paragraph 84 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing and production unilaterally and independently according to its own business judgment and economic self-interest.

85. OxyChem denies the allegations contained in paragraph 85 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

86. OxyChem denies the allegations contained in paragraph 86 of the CACA Complaint, and specifically denies that it was or is a member of any cartel or that it has acted cooperatively with competitors to limit supply or to provide misleading justifications for price increases. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

87. Paragraph 87 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 87 of the CACA Complaint, and specifically denies that it was or is a member of any cartel or engaged in any unlawful or anticompetitive conduct.

88. OxyChem denies the allegations contained in paragraph 88 of the CACA Complaint and specifically denies that it coordinated the pricing or production of caustic soda with its competitors at known industry meetings or otherwise.

89. OxyChem denies the allegations and implications contained in paragraph 89 of the CACA Complaint that its price increases for caustic soda had anything to do with the American Fuel & Petrochemical Manufacturers' meetings. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of any other allegations contained in paragraph 89 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it is a member of the American Fuel & Petrochemical Manufacturers ("AFPM"). OxyChem also admits, based on information and belief, that AFPM's Annual Meetings and International Petrochemical Conferences typically occur in March. By way of further response, to the extent that the allegations of paragraph 89 refer to or purport to have restated information taken from articles or other written communications, the documents speak for themselves and OxyChem denies any characterizations of the documents. OxyChem specifically denies that it coordinated the pricing or production of caustic soda with its competitors at known industry meetings or otherwise. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

90. OxyChem denies the allegations and implications contained in paragraph 90 of the CACA Complaint that its price increases for caustic soda had anything to do with the Chlorine Institute's meetings. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of any other allegations contained in paragraph 90 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that OxyChem is a member of the Chlorine Institute, that OxyChem representatives have attended Chlorine Institute meetings, and that the

Chlorine Institute holds annual meetings that take place in the spring and fall. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

91. OxyChem denies the allegations and implications contained in paragraph 91 of the CACA Complaint that its price increases for caustic soda had anything to do with the meetings referenced in paragraph 91 of the CACA Complaint. OxyChem denies the allegations contained in the final sentence of paragraph 91 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 91 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that that OxyVinyls is an indirect subsidiary of Occidental Petroleum and is a member of the Vinyl Institute. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

92. OxyChem denies the allegations and implications contained in paragraph 92 of the CACA Complaint that any of its sales, supply, or swap agreements for caustic soda were used to increase industry cooperation, reward information exchanges, or increase pricing to its customers. OxyChem denies the remaining allegations of paragraph 92. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

93. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 93 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that some of its customers purchase under contracts and that some contracts reference an index published by IHS Markit.

94. OxyChem denies the allegations contained in paragraph 94 of the CACA Complaint. By way of further response, OxyChem specifically denies providing false, selective, or misleading information to IHS Markit, or reaching any agreement with a competitor to provide such information to IHS Markit.

95. OxyChem denies the allegations contained in the first sentence paragraph 95 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 95 of the CACA Complaint and on that basis denies those allegations.

96. OxyChem denies the allegations contained in paragraph 96 of the CACA Complaint. By way of further response, OxyChem denies providing false, selective, or misleading information to IHS Markit, or reaching any agreement with a competitor to provide such information to IHS Markit. OxyChem states that it made any decisions related to caustic soda pricing and production unilaterally and independently according to its own business judgment and economic self-interest.

97. OxyChem denies the allegations contained in paragraph 97 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

98. OxyChem denies the allegations contained in the first, second, third, and final sentences in paragraph 98 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 98 of the CACA Complaint and on that basis denies those allegations.

99. OxyChem denies the allegations and legal conclusions contained in paragraph 99 of the CACA Complaint, and specifically denies that it was or is a member of any cartel and that it reached any agreement with Defendants to fix prices or limit the supply of caustic soda. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

100. OxyChem denies the allegations and legal conclusions contained in paragraph 100 of the CACA Complaint, and specifically denies that it was or is a member of any cartel and that it invited Olin or other Defendants to shut down caustic soda capacity.

101. OxyChem denies the allegations contained in paragraph 101 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

102. OxyChem denies the allegations and legal conclusions contained in paragraph 102 of the CACA Complaint, and specifically denies that it was or is a member of any cartel.

103. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the CACA Complaint and on that basis denies those allegations.

104. OxyChem denies the allegations contained in the final sentence of paragraph 104 of the CACA Complaint and specifically denies that it engaged in price-fixing or other anti-competitive conduct that artificially inflated prices paid for caustic soda. On the contrary, OxyChem states that it made any decisions related to caustic soda pricing and production unilaterally and independently according to its own business judgment and economic self-interest.

OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 104 of the CACA Complaint and on that basis denies those allegations.

105. OxyChem denies the allegations and legal conclusions contained in paragraph 105 of the CACA Complaint, and specifically denies that it was or is a member of any cartel.

106. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 106 of the CACA Complaint and on that basis denies those allegations.

107. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 107 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it has significant experience in the production and sale of caustic soda to customers in the United States and abroad.

108. The allegations in the final sentence of paragraph 108 refer to or purport to restate information taken from written documents, which speak for themselves and OxyChem denies any characterizations of the documents. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 108 of the CACA Complaint and on that basis denies those allegations.

109. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 109 of the CACA Complaint and on that basis denies those allegations.

110. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 110 of the CACA Complaint and on that basis denies those allegations.

111. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 111 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that caustic soda is a commodity chemical sold in liquid and powder forms and in diaphragm and membrane grades.

112. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 112 of the CACA Complaint and on that basis denies those allegations. OxyChem denies the allegations contained in the final sentence paragraph 112 of the CACA Complaint and specifically denies that it entered into any anticompetitive understandings or agreements.

113. Paragraph 113 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations and legal conclusions contained in paragraph 113 of the CACA Complaint.

114. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 114 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that caustic soda is consumed by a variety of customers for use in many different markets.

115. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 115 of the CACA Complaint and on that basis denies those allegations.

116. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 116 of the CACA Complaint and on that basis denies those allegations.

117. OxyChem denies the allegations contained in the sixth sentence of paragraph 117 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 117 of the CACA Complaint and on that basis denies those allegations.

118. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of the CACA Complaint and on that basis denies those allegations.

119. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 119 of the CACA Complaint and on that basis denies those allegations, except OxyChem specifically denies that it entered into a collusive pricing agreement or discussed its pricing to customers with other Defendants on a daily or other basis.

120. OxyChem denies the allegations contained in paragraph 120 of the CACA Complaint.

121. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 121 of the CACA Complaint and on that basis denies those allegations, except OxyChem specifically denies that it engaged in collusive behavior, coordinated prices, or exchanged non-public and commercially sensitive information with other Defendants regarding prices, customers, and the supply of caustic soda.

122. OxyChem denies the allegations contained in the fourth sentence of paragraph 122 of the CACA Complaint. The allegations contained in the final sentence of paragraph 122 refer to or purport to restate information taken from written documents, which speak for themselves and OxyChem denies any characterizations of the documents. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in

paragraph 122 of the CACA Complaint and on that basis denies those allegations, except OxyChem admits that it was a member of AFPM, The Chlorine Institute, Vinyl Institute, Texas Chemical Council, and the Louisiana Chemical Association.

123. OxyChem denies the allegations contained in the first four sentences of paragraph 123 of the CACA Complaint. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the final sentence of paragraph 123 of the CACA Complaint and on that basis denies those allegations.

124. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124 of the CACA Complaint and on that basis denies those allegations. By way of further response, OxyChem states that it closely monitors industry trends using a variety of lawful sources in order to lawfully compete with other producers in the sale of caustic soda.

125. OxyChem denies the allegations and legal conclusions contained in paragraph 125 of the CACA Complaint.

126. OxyChem denies the allegations and legal conclusions contained in paragraph 126 of the CACA Complaint.

127. OxyChem denies the allegations and legal conclusions contained in paragraph 127 of the CACA Complaint, and specifically denies that it was or is a member of any cartel.

128. OxyChem incorporates and reasserts the answers to all preceding paragraphs of the CACA Complaint as though set forth herein at length.

129. OxyChem denies the allegations and legal conclusions contained in paragraph 129 of the CACA Complaint.

130. OxyChem denies the allegations and legal conclusions contained in paragraph 130 of the CACA Complaint.

131. OxyChem denies the allegations and legal conclusions contained in paragraph 131 of the CACA Complaint.

132. OxyChem denies the allegations and legal conclusions contained in paragraph 132 of the CACA Complaint.

133. OxyChem denies the allegations and legal conclusions contained in paragraph 133 of the CACA Complaint.

134. OxyChem denies the allegations and legal conclusions contained in paragraph 134 of the CACA Complaint.

135. OxyChem denies the allegations contained in paragraph 135 of the CACA Complaint.

136. OxyChem denies the allegations and legal conclusions contained in paragraph 136 of the CACA Complaint.

137. OxyChem denies the allegations and legal conclusions contained in paragraph 137 of the CACA Complaint.

138. OxyChem denies the allegations contained in paragraph 138 of the CACA Complaint, except OxyChem admits that Plaintiffs purport to seek the relief referenced in paragraph 138 of the CACA Complaint. By way of further response, OxyChem denies that it violated the Sherman Act and that Plaintiffs and members of the putative class they purport to represent are entitled to any relief.

139. OxyChem denies the allegations contained in paragraph 139 of the CACA Complaint, except OxyChem admits that Plaintiffs purport to seek the relief referenced in

paragraph 139 of the CACA Complaint. By way of further response, OxyChem denies that it engaged in anticompetitive or unlawful conduct and that Plaintiffs and members of the putative class they purport to represent are entitled to any relief.

140. OxyChem denies the allegations and legal conclusions contained in paragraph 140 of the CACA Complaint.

141. OxyChem incorporates and reasserts the answers to all preceding paragraphs of the CACA Complaint as though set forth herein at length.

142. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 142 of the CACA Complaint and on that basis denies those allegations.

143. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 143 of the CACA Complaint and on that basis denies those allegations.

144. Paragraph 144 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 144 of the CACA Complaint, except that OxyChem admits that it sold Caustic Soda in Maine, Maryland, Minnesota, Mississippi, Nebraska, and West Virginia from and after October 1, 2015, and OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in subparts a, b, c, and e of paragraph 144 of the CACA Complaint and on that basis denies those allegations.

145. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 145 of the CACA Complaint and on that basis denies those allegations.

146. OxyChem denies the allegations and legal conclusions contained in paragraph 146 of the CACA Complaint.

147. OxyChem denies the allegations and legal conclusions contained in paragraph 147 of the CACA Complaint.

148. OxyChem incorporates and reasserts the answers to all preceding paragraphs of the CACA Complaint as though set forth herein at length.

149. OxyChem denies the allegations and legal conclusions contained in paragraph 149 of the CACA Complaint.

150. OxyChem denies the allegations and legal conclusions contained in paragraph 150 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

151. OxyChem denies the allegations and legal conclusions contained in paragraph 151 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

152. OxyChem denies the allegations and legal conclusions contained in paragraph 152 of the CACA Complaint.

153. OxyChem denies the allegations and legal conclusions contained in paragraph 153 of the CACA Complaint. By way of further response, OxyChem states that it made any decisions related to caustic soda pricing or production unilaterally and independently according to its own business judgment and economic self-interest.

154. OxyChem denies the allegations and legal conclusions contained in paragraph 154 of the CACA Complaint.

155. OxyChem denies the allegations and legal conclusions contained in paragraph 155 of the CACA Complaint.

156. OxyChem denies the allegations and legal conclusions contained in paragraph 156 of the CACA Complaint.

157. OxyChem incorporates and reasserts the answers to all preceding paragraphs of the CACA Complaint as though set forth herein at length.

158. Paragraph 158 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 158 of the CACA Complaint.

159. OxyChem denies the allegations and legal conclusions contained in paragraph 159 of the CACA Complaint.

160. OxyChem denies the allegations and legal conclusions contained in paragraph 160 of the CACA Complaint.

161. OxyChem denies the allegations and legal conclusions contained in paragraph 161 of the CACA Complaint.

162. Paragraph 162 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 162 of the CACA Complaint.

163. Paragraph 163 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 163 of the CACA Complaint.

164. OxyChem denies the allegations and legal conclusions contained in paragraph 164 of the CACA Complaint.

165. OxyChem denies the allegations and legal conclusions contained in paragraph 165 of the CACA Complaint.

166. Paragraph 166 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 166 of the CACA Complaint.

167. To the extent the allegations in paragraph 167 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 167 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

168. OxyChem denies the allegations and legal conclusions contained in paragraph 168 of the CACA Complaint.

169. OxyChem denies the allegations and legal conclusions contained in paragraph 169 of the CACA Complaint.

170. OxyChem denies the allegations and legal conclusions contained in paragraph 170 of the CACA Complaint.

171. OxyChem denies the allegations and legal conclusions contained in paragraph 171 of the CACA Complaint.

172. OxyChem denies the allegations and legal conclusions contained in paragraph 172 of the CACA Complaint.

173. OxyChem denies the allegations and legal conclusions contained in paragraph 173 of the CACA Complaint.

174. OxyChem denies the allegations and legal conclusions contained in paragraph 174 of the CACA Complaint.

175. OxyChem denies the allegations and legal conclusions contained in paragraph 175 of the CACA Complaint.

176. OxyChem denies the allegations and legal conclusions contained in paragraph 176 of the CACA Complaint.

177. Paragraph 177 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 177 of the CACA Complaint.

178. OxyChem denies the allegations and legal conclusions contained in paragraph 178 of the CACA Complaint.

179. OxyChem denies the allegations and legal conclusions contained in paragraph 179 of the CACA Complaint.

180. To the extent the allegations in paragraph 180 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 180 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

181. OxyChem denies the allegations and legal conclusions contained in paragraph 181 of the CACA Complaint.

182. OxyChem denies the allegations and legal conclusions contained in paragraph 182 of the CACA Complaint.

183. OxyChem denies the allegations and legal conclusions contained in paragraph 183 of the CACA Complaint.

184. OxyChem denies the allegations and legal conclusions contained in paragraph 184 of the CACA Complaint.

185. OxyChem denies the allegations and legal conclusions contained in paragraph 185 of the CACA Complaint.

186. OxyChem denies the allegations and legal conclusions contained in paragraph 186 of the CACA Complaint.

187. OxyChem denies the allegations and legal conclusions contained in paragraph 187 of the CACA Complaint.

188. OxyChem denies the allegations and legal conclusions contained in paragraph 188 of the CACA Complaint.

189. Paragraph 189 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 189 of the CACA Complaint.

190. OxyChem denies the allegations and legal conclusions contained in paragraph 190 of the CACA Complaint.

191. OxyChem denies the allegations and legal conclusions contained in paragraph 191 of the CACA Complaint.

192. OxyChem denies the allegations and legal conclusions contained in paragraph 192 of the CACA Complaint.

193. OxyChem denies the allegations and legal conclusions contained in paragraph 193 of the CACA Complaint.

194. OxyChem denies the allegations and legal conclusions contained in paragraph 194 of the CACA Complaint.

195. OxyChem denies the allegations and legal conclusions contained in paragraph 195 of the CACA Complaint.

196. OxyChem denies the allegations and legal conclusions contained in paragraph 196 of the CACA Complaint.

197. OxyChem denies the allegations and legal conclusions contained in paragraph 197 of the CACA Complaint.

198. To the extent the allegations in paragraph 198 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 198 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

199. OxyChem denies the allegations and legal conclusions contained in paragraph 199 of the CACA Complaint.

200. OxyChem denies the allegations and legal conclusions contained in paragraph 200 of the CACA Complaint.

201. OxyChem denies the allegations and legal conclusions contained in paragraph 201 of the CACA Complaint.

202. OxyChem denies the allegations and legal conclusions contained in paragraph 202 of the CACA Complaint.

203. OxyChem denies the allegations and legal conclusions contained in paragraph 203 of the CACA Complaint.

204. OxyChem denies the allegations and legal conclusions contained in paragraph 204 of the CACA Complaint.

205. OxyChem denies the allegations and legal conclusions contained in paragraph 205 of the CACA Complaint.

206. OxyChem denies the allegations and legal conclusions contained in paragraph 206 of the CACA Complaint.

207. Paragraph 207 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 207 of the CACA Complaint.

208. OxyChem denies the allegations and legal conclusions contained in paragraph 208 of the CACA Complaint.

209. OxyChem denies the allegations and legal conclusions contained in paragraph 209 of the CACA Complaint.

210. OxyChem denies the allegations and legal conclusions contained in paragraph 210 of the CACA Complaint.

211. OxyChem denies the allegations and legal conclusions contained in paragraph 211 of the CACA Complaint.

212. OxyChem denies the allegations and legal conclusions contained in paragraph 212 of the CACA Complaint.

213. OxyChem denies the allegations and legal conclusions contained in paragraph 213 of the CACA Complaint.

214. OxyChem denies the allegations and legal conclusions contained in paragraph 214 of the CACA Complaint.

215. To the extent the allegations in paragraph 215 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to

the truth of the remaining allegations contained in paragraph 215 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

216. OxyChem denies the allegations and legal conclusions contained in paragraph 216 of the CACA Complaint.

217. OxyChem denies the allegations and legal conclusions contained in paragraph 217 of the CACA Complaint.

218. Paragraph 218 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 218 of the CACA Complaint.

219. OxyChem denies the allegations and legal conclusions contained in paragraph 219 of the CACA Complaint.

220. OxyChem denies the allegations and legal conclusions contained in paragraph 220 of the CACA Complaint.

221. OxyChem denies the allegations and legal conclusions contained in paragraph 221 of the CACA Complaint.

222. OxyChem denies the allegations and legal conclusions contained in paragraph 222 of the CACA Complaint.

223. OxyChem denies the allegations and legal conclusions contained in paragraph 223 of the CACA Complaint.

224. OxyChem denies the allegations and legal conclusions contained in paragraph 224 of the CACA Complaint.

225. OxyChem denies the allegations and legal conclusions contained in paragraph 225 of the CACA Complaint.

226. OxyChem denies the allegations and legal conclusions contained in paragraph 226 of the CACA Complaint.

227. Paragraph 227 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 227 of the CACA Complaint.

228. OxyChem denies the allegations and legal conclusions contained in paragraph 228 of the CACA Complaint.

229. OxyChem denies the allegations and legal conclusions contained in paragraph 229 of the CACA Complaint.

230. OxyChem denies the allegations and legal conclusions contained in paragraph 230 of the CACA Complaint.

231. OxyChem denies the allegations and legal conclusions contained in paragraph 231 of the CACA Complaint.

232. OxyChem denies the allegations and legal conclusions contained in paragraph 232 of the CACA Complaint.

233. OxyChem denies the allegations and legal conclusions contained in paragraph 233 of the CACA Complaint.

234. Paragraph 234 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 234 of the CACA Complaint.

235. OxyChem denies the allegations and legal conclusions contained in paragraph 235 of the CACA Complaint.

236. OxyChem denies the allegations and legal conclusions contained in paragraph 236 of the CACA Complaint.

237. To the extent the allegations in paragraph 237 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 237 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

238. OxyChem denies the allegations and legal conclusions contained in paragraph 238 of the CACA Complaint.

239. OxyChem denies the allegations and legal conclusions contained in paragraph 239 of the CACA Complaint.

240. OxyChem denies the allegations and legal conclusions contained in paragraph 240 of the CACA Complaint.

241. To the extent the allegations in paragraph 241 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 241 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

242. OxyChem denies the allegations and legal conclusions contained in paragraph 242 of the CACA Complaint.

243. OxyChem denies the allegations and legal conclusions contained in paragraph 243 of the CACA Complaint.

244. OxyChem denies the allegations and legal conclusions contained in paragraph 244 of the CACA Complaint.

245. To the extent the allegations in paragraph 245 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 245 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

246. OxyChem denies the allegations and legal conclusions contained in paragraph 246 of the CACA Complaint.

247. Paragraph 247 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 247 of the CACA Complaint.

248. OxyChem denies the allegations and legal conclusions contained in paragraph 248 of the CACA Complaint.

249. OxyChem denies the allegations and legal conclusions contained in paragraph 249 of the CACA Complaint.

250. To the extent the allegations in paragraph 250 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 250 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

251. OxyChem denies the allegations and legal conclusions contained in paragraph 251 of the CACA Complaint.

252. Paragraph 252 of the CACA Complaint states legal conclusions as to which no response is required. If and to the extent a response is or may be deemed to be required, OxyChem denies the allegations contained in paragraph 252 of the CACA Complaint.

253. OxyChem denies the allegations and legal conclusions contained in paragraph 253 of the CACA Complaint.

254. OxyChem denies the allegations and legal conclusions contained in paragraph 254 of the CACA Complaint.

255. To the extent the allegations in paragraph 255 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 255 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

256. OxyChem denies the allegations and legal conclusions contained in paragraph 256 of the CACA Complaint.

257. OxyChem denies the allegations and legal conclusions contained in paragraph 257 of the CACA Complaint.

258. OxyChem denies the allegations and legal conclusions contained in paragraph 258 of the CACA Complaint.

259. To the extent the allegations in paragraph 259 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 259 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

260. OxyChem denies the allegations and legal conclusions contained in paragraph 260 of the CACA Complaint.

261. OxyChem denies the allegations and legal conclusions contained in paragraph 261 of the CACA Complaint.

262. OxyChem denies the allegations and legal conclusions contained in paragraph 262 of the CACA Complaint.

263. To the extent the allegations in paragraph 263 are directed at OxyChem, OxyChem denies the allegations. OxyChem lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 263 of the CACA Complaint, including those relating to any other Defendant, and on that basis denies those allegations.

264. OxyChem denies the allegations and legal conclusions contained in paragraph 264 of the CACA Complaint.

ANSWER TO DEMAND FOR JUDGMENT: OxyChem denies the allegations contained in Plaintiffs' Demand for Judgment, including subparts A-I, and denies that Plaintiffs are entitled to any relief.

ANSWER TO JURY TRIAL DEMANDED: The jury trial demand does not constitute an averment of fact, and therefore no response is required.

ADDITIONAL DEFENSES

OxyChem reserves the right to assert any and all applicable defenses to the Plaintiffs' claims. OxyChem has not yet obtained adequate discovery from Plaintiffs, the Defendants, or others in connection with this action, and OxyChem therefore reserves the right to amend or otherwise supplement this pleading. Without limiting the generality of the foregoing and without regard to whether defenses set forth below are affirmative defenses within the meaning of Federal Rule of Civil Procedure 8(c)(1), and without conceding that any such defenses must be set forth in its answer or assuming any burden of proof that it would not otherwise bear, OxyChem asserts the following additional defenses under each federal and state law under which Plaintiffs bring their claims, to the fullest extent each such defense is recognized:

FIRST ADDITIONAL DEFENSE

Plaintiffs fail to state a claim against OxyChem upon which relief may be granted.

SECOND ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred, in whole or in part, because OxyChem's alleged conduct did not unreasonably restrain trade and was lawful, justified, and pro-competitive, constituted bona fide business practices, and was carried out in furtherance of OxyChem's independent and legitimate business interests.

THIRD ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred because they have not suffered any actual, cognizable antitrust injury or injuries.

FOURTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred because they failed to mitigate any injuries or damages allegedly sustained.

FIFTH ADDITIONAL DEFENSE

Plaintiffs and others claimed to be members of the alleged class or classes lack standing to bring or maintain this action against OxyChem.

SIXTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred in whole or in part because their alleged damages, if any, are too speculative or remote, and because of the impossibility of the proof and allocation of those alleged damages.

SEVENTH ADDITIONAL DEFENSE

Each of Plaintiffs' claims or causes of action is barred, in whole or in part, because Plaintiffs' claims are not properly maintainable as a class action under Rule 23 of the Federal Rules of Civil Procedure.

EIGHTH ADDITIONAL DEFENSE

Each of Plaintiff's claims or causes of action is barred, in whole or in part, because the named Plaintiffs are not proper class representatives.

NINTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class are barred in whole or in part by the doctrines of laches, estoppel, waiver, and/or unclean hands.

TENTH ADDITIONAL DEFENSE

Plaintiffs and others claimed to be members of the alleged class or classes have not suffered any damages or injury resulting from any act or omission of OxyChem.

ELEVENTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred, in whole or in part, because any alleged injuries or damages were not legally or proximately caused by any acts or omissions of OxyChem and/or were caused, if at all, solely and proximately by the conduct of third parties, including without limitation the prior intervening or superseding conduct of such third parties, to who any alleged benefit was conferred.

TWELFTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred, in whole or in part, by reason of the ratification of, or acquiescence, agreement

or consent to, the conduct of OxyChem by the Plaintiffs and/or others claimed to be members of the alleged class or classes.

THIRTEENTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred, in whole or in part, because to the extent that any employee or agent of OxyChem engaged in any unlawful act or omission, which OxyChem expressly denies, any such act or omission would have been committed by individuals acting *ultra vires*.

FOURTEENTH ADDITIONAL DEFENSE

The claims of Plaintiffs and others claimed to be members of the alleged class or classes are barred, in whole or in part, by one or more terms in contracts they entered into with their direct suppliers to the extent those contracts limit their rights or remedies and/or because contracts their direct suppliers entered into with their suppliers limit their rights or remedies.

FIFTEENTH ADDITIONAL DEFENSE

The CACA Complaint fails to alleged sufficiently or otherwise properly define any market for the purpose of asserting a claim against OxyChem.

SIXTEENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, because the acts or omissions of OxyChem did not substantially lessen competition in any properly defined market.

SEVENTEENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Defendants' actions are protected by the safe harbor provisions of compliance with applicable federal laws and regulations.

EIGHTEENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of voluntary payment.

NINETEENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs passed on to other purchasers or sellers some or all of the alleged overcharges.

TWENTIETH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' asserted damages are duplicative of the damages sought by a putative class of direct purchaser plaintiffs whose damages are based on the same alleged conduct that Plaintiffs base their damages on here.

TWENTY-FIRST ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs received the benefit of their bargained-for exchange.

TWENTY-SECOND ADDITIONAL DEFENSE

Plaintiffs' claims in equity are barred, in whole or in part, because Plaintiffs have an adequate remedy at law.

TWENTY-THIRD ADDITIONAL DEFENSE

OxyChem adopts and incorporates by reference any and all other defenses asserted by any other defendant to the extent OxyChem may share in such a defense.

WHEREFORE, OxyChem respectfully requests that judgment be entered dismissing the CACA Complaint in its entirety and that this Court grant OxyChem an award of its costs and disbursements together with such other and further relief as the Court deems just and proper under the circumstances.

**PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 38 DEFENDANT
OCCIDENTAL CHEMICAL CORPORATION DEMANDS A TRIAL BY JURY ON ALL
CLAIMS SO TRIABLE**

Dated: September 9, 2022

Respectfully submitted,

/s/ Steven S. Bizar

Steven E. Bizar

George G. Gordon

Julia Chapman

John P. McClam

DECHERT LLP

2929 Arch Street

Philadelphia, PA 19104

Tel: (215) 994-4000

steven.bizar@dechert.com

george.gordon@dechert.com

julia.chapman@dechert.com

john.mcclam@dechert.com

Timothy J. Graber

Brian P. Crosby

Melissa M. Morton

GIBSON, MCASKILL & CROSBY, LLP

69 Delaware Avenue, Suite 900

Buffalo, NY 14202

Tel: (716) 856-4200

tgraber@gmclaw.com

bcrosby@gmclaw.com

mmorton@gmclaw.com

*Counsel for Defendant Occidental Chemical
Corp.*